

INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN:

TRADERS GLOBAL GROUP INCORPORATED
(hereinafter called the "Company")
and

[CONTRACTOR NAME]

(hereinafter called the "Contractor")

WHEREAS, the Company wishes to retain the services of the Contractor and the Contractor has agreed to provide services on the terms and conditions hereinafter set forth.

AND WHEREAS the Company and the Contractor (individually, a "Party" and together, the "Parties") intend this Independent Contractor Agreement (the "Agreement") to set forth their respective rights and obligations with respect to the engagement of the Contractor.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties covenant and agree as follows:

1. RELATIONSHIP

- 1.1 The Parties agree that the relationship of the Contractor to the Company created by this Agreement is that of an independent contractor and nothing in this Agreement constitutes or creates an employer/employee relationship between the Company and the Contractor or any employee, shareholder, principal or agent of the Contractor.
- 1.2 The Contractor acknowledges and agrees that neither he/she nor any of his/her employees, shareholders, principals, or agents are to be treated as, or deemed to be, an employee of the Company for any purpose.

2. TERM

- 2.1 This Agreement is effective as of **[Start date]** and shall continue in force until **[End date]** (the "Term") unless terminated earlier in accordance with Section 11 hereto.

3. RENEWAL

- 3.1 At the discretion of the Company, this Agreement may be renewed beyond the expiration of the Term upon the Parties executing a Renewal Agreement in writing at least ten (10) days prior to the expiration of the Term.

4. SERVICES

4.1 The Contractor will provide the following services (the "Services"):

- Trading execution; and
- Contractor shall perform such other duties and tasks, or changes to the Services, as may be agreed upon by the Parties;

4.2 The Parties agree that the Services will be performed by the Contractor. The Contractor agrees that she or he shall not delegate the performance of the Services to anyone without the prior written consent of the Company.

4.3 The Contractor represents and warrants to the Company that the Contractor has the necessary knowledge, skills and experience to provide the Services.

4.4 The Contractor represents and warrants to the Company that the Services provided by the Contractor will, at all times, be provided in compliance with laws, including Canadian securities laws and the securities laws of the jurisdiction where Contractor resides.

4.5 The Parties acknowledge that while the Company shall determine the scope of the Services to be performed by the Contractor as set out above, the Contractor shall determine the manner and means for the provision of the Services. Subject to the understanding that the Contractor will perform the Services in an orderly, competent and skillful manner and in a manner that will promote and not harm the Company's interests, and except as provided in this Agreement, the Contractor has the right to control and direct the performance of the Services including, among other things, the location and time at which the Services are performed.

4.6 The Contractor will be required to make his/her own arrangements at his/her own expense with respect to computers, phones and other office equipment. With respect to physical work space, the Contractor may choose to work from any location he/she sees fit.

5. NO AUTHORITY TO BIND THE COMPANY

5.1 The Contractor has no authority to enter into contracts or agreements on behalf of the Company. This Agreement does not create a partnership between the Parties.

6. NON-EXCLUSIVITY

6.1 The Company acknowledges and agrees that this is a non-exclusive engagement and that the Contractor is at liberty to provide similar consulting services to any other person, firm, corporation, organization, partnership or other entity, provided that the provision of said services does not interfere with, conflict with, or derogate from the fulfillment of the Contractor's obligations to the Company under this Agreement.

7. FEES AND PAYMENT

7.1 The Contractor will be paid as follows in connection with the performance of the Services :

7.1.1 Company shall pay Contractor:

- 75% of all profit generated in the first month;
- 80% of all profit generated in the second month;
- 85% of all profit generated every month from the third month.

All amounts determined and paid pursuant to subsection 7.1.1 are inclusive of sales or value-added taxes.

7.2 Contractor shall invoice Company based on performance upon agreed upon date, and once verified will be paid via bank transfer, cryptocurrency or any other mutually agreed upon option at the time of due date.

7.3 The Contractor will provide the Company with corresponding invoices for Services performed on a monthly (or every 2nd week) basis. Invoices should be submitted as soon as possible following the end of each month (or every second week, as applicable) in which any Services are provided by the Contractor. The company shall make reasonable efforts to pay all invoice amounts to the contractor within 15 days

7.4 The Contractor's invoices shall specify that the Company's payments shall include any applicable taxes and the amounts of all such taxes shall be specifically identified as discrete items on all such invoices. The invoices shall include the Contractor's Business Number and taxation reference if applicable. The Contractor shall remit all taxes paid by the Company to the applicable government agencies, as required under applicable law.

8. BUSINESS EXPENSES

8.1 The Company shall reimburse to the Contractor all reasonable travel and other business expenses actually and properly incurred by the Contractor in providing the Services to the Company hereunder. To be eligible for reimbursement, the expense must have been approved in advance by the Company and the Contractor must submit to the Company acceptable documentary evidence that such expense has been incurred.

9. TAXES AND OTHER STATUTORY DEDUCTIONS

9.1 The Contractor shall be responsible for paying all taxes, remittances, deductions and premiums mandated by law in connection with the performance of the

Services. Such amounts will not be withheld, remitted or pay by the Company on behalf of the Contractor or any of the Contractor's personnel.

10. NO BENEFITS

- 10.1 Since the Contractor is not an employee of the Company, the Contractor and the Contractor's employees, shareholders, principals or agents are not eligible for, and shall not participate in, any employee benefit of the Company, including but not limited to vacation, pension, group insurance, health and all other benefits.

11. TERMINATION

- 11.1 Notwithstanding anything in this Agreement to the contrary, this Agreement shall terminate prior to the expiration of the Term of this Agreement, as follows:
- (a) This Agreement shall terminate immediately upon the insolvency or bankruptcy of the Company or the Contractor.
 - (b) Upon the death of the Contractor.
 - (c) The Company may immediately terminate this Agreement in the event the Contractor is in material breach of this Agreement. A material breach of this Agreement will include, but will not be limited to, acts of theft or fraud against the Company, unsatisfactory performance of the Services, a failure to keep the trading account in good standing, a failure of the Contractor to abide by the previously agreed upon rules of the trading account or a breach of the obligations contained in Section 13 of this Agreement. The Company will also be entitled to terminate this Agreement without notice if the Contractor neglects to provide or fails to remedy any default in providing the Services within ten (10) days after receipt of notice by the Company of such neglect or failure.
 - (d) Either Party may terminate this Agreement and the relationship with the other Party at any time for any reason by providing the other Party with at least fourteen (14) days' advance written notice.

12. RETURN OF PROPERTY

- 12.1 Upon the termination of this Agreement by either Party and for any reason whatsoever, the Contractor hereby agrees to immediately return to the Company all Confidential Information (as such term is defined in Section 13 below), including without limitation, any and all notes, plans, blueprints, drawings, samples, protocol or instructions, written, printed, or graphic matter, training material, computer files or software, customer lists or other records, price sheets, reports, proposals, tools, technical information, and reproductions thereof, which relate in any way to the

Company's operations, business assets, employee files or records, or any other documentation provided to the Contractor by the Company or created by the Contractor for the Company.

13. OWNERSHIP OF INTELLECTUAL PROPERTY, NON-DISCLOSURE AND CONFIDENTIAL INFORMATION

- 13.1 The Contractor understands and acknowledges that during the Term of this Agreement (and during any renewal term), the Contractor will be exposed to or otherwise become aware of information concerning the business of the Company, and in particular but without limitation, letters of intent, agreements, contracts, distribution lists, client lists, supplier lists, business plans or finance documents, financing agreements, financial information, pricing, marketing plans or strategies, past, present and future business activities, current and/or contemplated products or services, personnel information, technical information, patents, copyrights, trademarks, trade secrets, proprietary information, techniques, inventions, know-how, processes, inventions, ideas, concepts, designs, improvements or other developments ("Confidential Information").
- 13.2 The Contractor further understands and acknowledges that Confidential Information is a valuable asset which is the property of the Company exclusively, the unauthorized use or disclosure of which would cause very serious harm to the economic interests of the Company.
- 13.3 The Contractor agrees that at all times during the Term of this Agreement (and during any renewal term), other than as required in the normal course of business and in the best interests of the Company, and at all times following the termination of this Agreement for any reason whatsoever, the Contractor shall hold in confidence and keep confidential all Confidential Information, except information that is or lawfully becomes public information, or except as required by law.
- 13.4 In the event of a breach or a threatened breach of the this Section, the Company shall be entitled to an injunction restraining the Contractor or any other party or parties about to commit any breach of this Agreement, or who have committed a breach hereof, without showing or proving any actual damage sustained by the Company. Nothing in this Agreement shall be construed as prohibiting the Company from pursuing any other remedies available at law or in equity for a breach or a threatened breach of this Section, including the recovery of damages.
- 13.5 The Contractor understands and agrees that any technology, data, analysis, information, product, relationship, understanding and know-how that is developed for the Company by the Contractor is the exclusive property of the Company and the Contractor hereby relinquishes any right whatsoever to assert any claim of ownership of or right to use such property.
- 13.6 The Contractor understands and agrees that all materials and information provided by the Company, or any customer of the Company, are valuable assets of the

Company and/or its clients and are to be considered proprietary information and property. The Contractor will not use, disclose, make or have made any copies of any materials or information provided by the Company and/or its clients without the Company's prior written approval.

14. INDEMNIFICATION

- 14.1 The Contractor shall be responsible for payment of all levies, assessments, and payments required to be made in respect of its business, and in particular, the performance of the Services, including, without limitation, all income taxes and other taxes, and all payroll deductions, and the Contractor shall indemnify and save the Company harmless in respect of all costs, expenses, charges and liabilities of such or any other kind which may be levied or assessed against the Company in connection therewith.
- 14.2 The Contractor further agrees to indemnify, defend and hold harmless the Company, and its officers, directors, employees, servants and agents, from and against all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments and awards, and any costs and expenses thereof (including legal fees), arising out of (i) negligence, or (ii) any wilful misconduct of the Contractor, the Contractor's employees, shareholders, principals or agents, or any persons for whom the Contractor is at law responsible, in connection with the Services or this Agreement. The provisions of this article shall survive termination of the relationship herein and/or the Agreement.

15. RIGHT OF SET-OFF

- 15.1 If the Contractor becomes obligated or liable to pay any sum of money to the Company, whether pursuant to this Agreement or otherwise, then that sum may, at the election of the Company and without limiting or waiving any right or remedy available to the Company, be set-off against and shall apply to any sum of money owed by the Company to the Contractor, whether by way of holdback or otherwise, until such amount has been set-off in full.

16. MISCELLANEOUS

- 16.1 Waiver: No waiver of any of the provisions of this Agreement shall be valid unless in writing, signed by the Party against whom such waiver is sought to be enforced, nor shall failure to enforce any right hereunder constitute a continuing waiver of these same or a waiver of any other right hereunder.
- 16.2 Amendments: All amendments of this Agreement shall be made in writing, signed by the Parties, and no oral amendment shall be binding on the Parties.
- 16.3 Severability: The Parties agree that in the event that any provision, clause or paragraph herein, or part thereof shall be deemed void, invalid or unenforceable by

a Court of competent jurisdiction, the remaining provisions, clauses or articles, or parts thereof shall be and remain in full force and effect.

- 16.4 Entire Agreement: This Agreement constitutes the entire agreement between the Parties and supersedes all prior communications, representations, understandings and agreements whether verbal or written between the Parties with respect to the subject matter hereof.
- 16.5 Governing Law: This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 16.6 Independent Legal Advice: The Contractor acknowledges that, in executing this Agreement, the Contractor has obtained, or has had an opportunity to obtain, independent legal advice, and further acknowledges that the Contractor has read, understands, and agrees to be bound by all of the terms and conditions contained herein.
- 16.7 Counterparts: This Agreement may be executed in counterparts (including counterparts by facsimile) and such counterparts together shall constitute a single instrument.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto.

COMPANY:

[NAME]

CONTRACTOR:

[NAME]

By: [insert name]

I have the authority to bind the Company.

By:

Date

Date

Witness Name

Witness Name

Witness Signature

Witness Signature